01.

**Bruhat Bengaluru Mahanagara Palike**
**N. R. Square**
**Bengaluru – 560 002**

**TENDERS FOR THE WORK OF**

**Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency Under GoK Grants 2023-24**

**On Item Rate Basis under Two Cover System**
**(Short Term Tender Notification)Call-2**
**(Through GOK, http://kppp.karnataka.gov.in/kppp)**

| | | |
|---|---|---|
| Tender Reference | : | No. EE/PC–6/TEND/05/2024–25/Call-2 Date: 05-11-2024 |
| Availability of Tender Document | : | From 05-11-2024 onwards in the Karnataka Public Procurement Portal |
| Last Date for Uploading the Filled Tender Document | : | 20-11-2024 upto 17:30 hrs. |
| Time and Date of Opening of Technical Bid of Tenders | : | 21-11-2024 at 17:30 hrs. |
| Place of Opening of Technical Bid of Tenders | : | Office of the Executive Engineer , Project Central – 6 , Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 |
| Time and Date of Opening of Financial Bid of Tenders | : | Will be intimated to the Qualified Tenderers |
| Place of Opening of Financial Bid of Tenders | : | Will be intimated to the Qualified Tenderers |
| Address for Communication | : | Office of the Executive Engineer, Project Central – 6 , Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 |

## Contents


| Section No. | Description | Page No. |
|---|---|---|
| 1. | Invitation for Tenders (IFT) | 3 |
| 2 | Instructions to Tenderers (ITT) | 5 |
| 3 | Qualification Information | 20 |
| 4 | Forms of Tender, Letter of Acceptance, Notice to Proceed with the Work and Agreement Form | 24 |
| 5 | Conditions of Contract (CC) | 29 |
| 6 | Contract Data | 54 |
| 7 | Specifications | 59 |
| 8 | Drawings | 59 |
| 9 | Bill of Quantities | 59 |
| 10 | Format of Bank Guarantee for Security Deposit | |
| 11 | Format of Bank Guarantee for Earnest Money Deposit | |

**BRUHAT BENGALURU MAHANAGARA PALIKE**

No. EE/PC–6/TEND/05/2024–25/Call2

Office of the Executive Engineer
Project Central–6
N.R. Square, Bengaluru–560 002
Date: 05-11-2024

**INVITATION FOR TENDER (IFT) (Call-2)**
**(Two cover system)**
**(Short Term Tender Notification)**
(Through **GOK http://kppp.karnataka.gov.in** only)

1. The Government of Karnataka vide G.O. No. UDD 389 MNY 2023, Bengaluru, dated 09-01-2024, has accorded approval in principle and sanctioned budget under GOK Scheme for taking up of the work listed below.

2. The Executive Engineer (Project Central–6), BBMP, Bengaluru invites tenders from eligible Tenderers for the Construction Work detailed in the table below. The Tenderers may submit Tenders for the Work given in the table through e – Procurement Portal of the Government of Karnataka (viz. http://kppp.karnataka.gov.in). The Tenderers are advised to note the Minimum Qualification Criteria specified in Clause 3 of the Instructions to Tenderers to qualify for Award of the Contract as per Standard Bidding Document uploaded in the KPP Portal.

**3.** Tender Documents may be downloaded from the Karnataka Public Procurement Portal of the Government of Karnataka from **05-11-2024.**

4. Tenders must be accompanied by Earnest Money Deposit specified for the Work in the table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender Document and shall have to be valid for 45 days beyond the Validity of the Tender.

**5.** Tenders must be submitted online through KPP Portal on or before **17:30 hours on 20-11-2024** and the Opening of Tenders will be as per the KPP Portal Guidelines.

6. Other Details can be seen in the Tender Document.

| Sl. No. | Name of the Work | Approx. Amount put to tender (Rs. In Lakh) [Excluding GST] | EMD (Rs. In Lakhs) | Cost of the tender form in Rs. | Period of Completion |
|---|---|---|---|---|---|
| 1 | **Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency Under GoK Grants 2023-24** | 4653.40 | 46.53 | As per eprocurement portal | 11 Months (including Monsoon Season) |



Tenderer

Executive Engineer (PC -6)
BBMP, Bengaluru

**NOTE:**

1. Last Date for online queries on **13-11-2024 at 17:30 hours** on the wedsite http://kppp.karnataka.gov.in
2. Pre-Tender Meeting will be held on **14-11-2024 at 16:00 hours** in the office of the Chief Engineer (Project Central) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Tenderers" of the Technical Bid Document.
3. Technical Bids will be opened on the website http://kppp.karnataka.gov.in in the office of the Executive Engineer (Project Central–6) on **21-11-2024 at 17:30 hours.**
4. Aspiring Tenderers / Contractors who have not registered in e – Procurement should register before participating through the website http://kppp.karnataka.gov.in
5. Before Submission of Online Tenders, Tenderers must ensure that Scanned Copies of all the necessary Documents have been attached with the Tender.
6. All the Informations required for Tenders must be filled and submitted online.
7. For details, Registration and e–Payment visit GOK KPP Portal Website http://kppp.karnataka.gov.in or contact KPP Portal Helpdesk at 080 – 22441076.
8. This Tender Notice can also be seen on the BBMP website www.bbmp.gov.in.
9. It is informed to go through Addendum along with the Bid document.

Sd/-
Executive Engineer
Project Central – 6
Bruhat Bengaluru Mahanagara Palike
Bengaluru

**Copy Submitted to:**

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner for kind information.
3. Special Commissioner (Projects)/Special Commissioner (Finance) for kind information
4. Engineer–in–Chief for kind information.
5. Chief Engineer (Project Central/ Road Infrastructure/ West/East/south/Bommanahalli/ Mahadevpura/ R.R Nagar/ Dasarahalli/ Yelahanka/ SWD/ Lakes/ OFC/ QA & QC/ TVCC/SWM) for kind information.
6. Superintending Engineer (Project Central/Road Infrastructure/ West /East /south /Bommanahalli/ Mahadevpura / R.R Nagar / Dasarahalli / Yelahanka / SWD / Lakes/ OFC / QA & QC / TVCC /SWM)for kind information.
7. CAO / Chief Auditor for kind information.
8. I. T. Advisor with a Request to publish the same in the BBMP Website.
9. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
10. Notice board & Office Copy.

## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

### Table of Clauses


| | | Page No. |
|---|---|---|
| **A.** | **General** | |
| 1. | Scope of Tender | 7 |
| 2. | Eligible Tenderers | 7 |
| 3. | Qualification of the Tenderer | 7 |
| 4. | One Tender per Tenderer | 9 |
| 5. | Cost of Tendering | 9 |
| 6. | Site Visit | 9 |
| **B.** | **Tender Documents** | |
| 7. | Content of Tender Documents | 10 |
| 8. | Clarification of Tender Document | |
| 9. | Amendment of Tender Documents | |
| **C.** | **Preparation of Tenders** | |
| 10. | Documents comprising the Tender | 11 |
| 11. | Tender Prices | 11 |
| 12. | Tender Validity | 12 |
| 13. | Earnest Money Deposit | 13 |
| 14. | Format and Signing of Tender | |
| **D.** | **Submission of Tenders** | |
| 15. | Sealing and Marking of Tenders | 14 |
| 16. | Deadline for Submission of Tenders | 14 |
| 17. | Late Tenders | 14 |
| 18. | Modification and Withdrawal of Tenders | 14 |
| **E.** | **Tender Opening and Evaluation** | |
| 19. | Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers | 15 |
| 20. | Opening of Financial Bids of Tenders of Qualified Tenders and Evaluation | 15 |
| 21. | Process to be Confidential | 15 |
| 22. | Clarification of Tenders | 16 |
| 23. | Examination of Tenders and Determination of Responsiveness | 16 |
| 24. | Correction of Errors | 16 |
| 25. | Evaluation and Comparison of Tenders | 17 |

**F. Award of Contract**


| | | |
|---|---|---|
| 26. | Award Criteria | 18 |
| 27. | Employer's Right to accept any Tender and to reject any or all Tenders | 18 |
| 28. | Notification of Award and Signing of Agreement | 18 |
| 29. | Security Deposit | 18 |
| 30. | Advance Payment and Security | 19 |
| 31. | Corrupt or Fraudulent Practices | 19 |

## A. General

### 1. Scope of Tender

1.1 The Bruhat Bengaluru Mahanagara Palike (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).

| Sl. No. | Name of the Road | Length (Km) |
|---|---|---|
| 1 | BMTC Road (from Dhanavantri Road to Gubbi Totadappa Road) | 0.324 |
| 2 | BT Street (from B V K Iyengar road to Avenue road) | 0.385 |
| 3 | Kilari Road (from Srinivasa mandri to Avenue road ) | 0.611 |
| 4 | Rangaswamy temple Street (from Srinivasa mandri to Avenue road) | 0.645 |
| 5 | Tank Bund Road (from Upparpete Police Station to shantala Silk signal) | 0.435 |
| 6 | Hospital Road (from Shrinivasa mandri road to Ulsoor gate police station, chickpete) | 1.537 |
| 7 | Sultan Pete main road (from Cottonpet main toad to sultan circle and from B V K Iyengar road to Avenue road) | 0.695 |
| 8 | Race Course Road (from Mourya Junction to Hare Krishna Junction) | 0.940 |
| | **Total** | **5.572** |

### 2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

**2.2 Tenders from Joint Ventures / Consortia are not acceptable.**

### 3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for Award of this Contract, each Tenderer in its name should have in the last five years i.e. 2019 – 20 to 2023 – 24

a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of **Rs.93.06 Crores**. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023 – 24.

b. Should not have undergone Financial Loss in the last five Financial Years. In support of this, the Tenderer shall submit Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

c. Mandatorily satisfactorily completed, as Prime Contractor, at least one Rigid Pavement/White Topping Work of Value not less than **Rs. 23.26 Crores**. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid. Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023 – 24.

d. Executed in any one Financial Year, the following minimum quantities of Work.

- Earthwork 43,436.00 Cum
- Pavement Quality Concrete for White Topping, Rigid Pavement 5,059.64 Cum.
- BM,DBM,BC (all put together) 600.10 Cum
- PCC,RCC (all put together) 6780.40 Cum
- WMM,GSB (all put together) 9606.03 Cum

In support of this, the Tenderer shall furnish Work done Certificate by mentioning the Executed Quantity in one Financial Year duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid.

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, Tenderer applying for more than one Package shall demonstrate the resource separately for each package.

| Sl No | Equipment | No/Capacity | |
|---|---|---|---|
| | | Own | Lease/Hire |
| 1 | Concrete Paver (Slip Form / Fixed) | 1 Nos. | 1 Nos |
| 2 | Bituminous Pavement Surface Milling Machine | - | 1 Nos. |
| 3 | Concrete Pavement Groove Cutting machine | 3 Nos. | 3 Nos. |
| 4 | Asphalt Paver | 1 No. | - |

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 15.51 Crores** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).

c. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to

meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

**Assessed Available Tender Capacity = (A*N*1.5 – B)**

Where

A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2023 –24 Price Level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. 11 months.

B = Value, at 2023 – 24 Price Level, of existing commitments and ongoing works to be completed during the next 11 months.

**Note:** The Statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be Disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures, etc. and / or
- Participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

## 4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

## 5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

## 6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine the Site of Works and its Surroundings and obtain all Information that may be necessary for

preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

## B. Tender Documents

### 7. Content of Tender Documents

7.1 The Tender Documents shall have all the Sections given in Page 2.

### 8. Clarification of Tender Documents

8.1 **Refer Clause No. 8.2 below**.

### 8.2 Pre Tender Meeting

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Chief Engineer (Project Central), Bruhat Bengaluru Mahanagara Palike, Room No. 402, 4th Floor, Annex-3 Building, N. R. Square, Bengaluru – 560 002 as on date mentioned in ITF.

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any Questions in Writing or by KPP Portal to reach the Employer not later than as on date mentioned in ITF.

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

### 9. Amendment of Tender Documents

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

## C. Preparation of Tenders

### 10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

**10.1.1 Technical Bid**

a. Earnest Money Deposit.
b. Qualification Information as per Formats given in Section 3.

**10.1.2 Financial Bid**

a. The Tender (in the format indicated in Section 4).
b. Priced Bill of Quantities (Section 9).
and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

### 11. Tender Prices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities**.

11.3 All Duties, Taxes including GST and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.

### 12. Tender Validity

12.1 Tenders shall remain valid for a period not less than Ninety (90) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

## 13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 1.00 Lakh** (**Rupees One Lakh only**) shall be paid in the Karnataka Public Procurement Portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank. Scanned copy of the BG shall be uploaded along with technical bid.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

**NEFT Payment Procedure**

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into Karnataka Public Procurement portal System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the Karnataka Public Procurement Portal System as part of its Bid also.

**OTC Payment Procedure**

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the Karnataka Public Procurement Portal Website (http//**kppp.karnataka.gov.in/kppp**), the Tenderer will need to log into Karnataka Public Procurement Portal System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking

Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than One Hundred and Thirty Five (135) days after the date of tender submission as specified in Clause 12. The scanned copy of the Bank Guarantee shall be uploaded with the Technical Bid. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer (Project Central – 6), Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002, before the due date for opening of technical bid.

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

## 14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

## D. Submission of Tenders

### 15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of Karnataka Public Procurement Portal itself (http://kppp.karnataka.gov.in/kppp). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer (Project Central – 6). Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the Employer.

### 16. Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer at the Website Address specified above no later than the due dates specified in IFT.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

### 17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the Karnataka Public Procurement Portal.

### 18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

## E. Tender Opening and Evaluation

### 19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the Karnataka Public Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend at the date and time mentioned in IFT in the Office of the Executive Engineer (Project Central – 6). In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

### 20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the Karnataka Public Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

### 21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

## 22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

## 23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

## 24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and (b) where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.7 (b).

## 25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows.

a. making any Correction for Errors pursuant to Clause 24; and

b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

## F. Award of Contract

### 26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

### 27. Employer's Right to accept any Tender and to reject Any or All Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

### 28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 20 days following the Notification of Award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

### 29. Security Deposit

29.1 Within 15 days of Receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's Cheque / Demand Draft / Pay Order in favor of "The Chief Commissioner, BBMP, Bengaluru" payable at Bengaluru or
- A Bank Guarantee in the Form given in Section 10.
- Specified Small Saving Instruments pledged to "The Chief Commissioner, BBMP, Bengaluru".

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

## 30. Advance Payment and Security

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

## 31. Corrupt or Fraudulent Practices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

## SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone / Mobile Number
f. email Address:

1.3 Particulars of the Authorised Signatory of the Tenderer

a. Name
b. Designation
c. Address
d. Telephone / Mobile Number

1.4 Total Value of Civil Engineering Construction Works executed and Payments received in the last five years (in Rs. Lakh)

[Attach Certificate from Chartered Accountant]

2019 – 20 _____
2020 – 21 _____
2021 – 22 _____
2022 – 23 _____
2023 – 24 _____

1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

| Project Name | Name of Employer | Description of Work | Contract Number | Value of Contract in Rs. Lakh | Date of Issue of Work Order | Specified Period of Completion | Actual Date of Completion | Remarks explaining Reasons for Delay in Completion of Work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five

Years specified in 1.4 above.

| Year | Name of Work | Name of Employer | Quantity of Work Performed[1] | | Remarks (Indicate Contract Reference) |
|---|---|---|---|---|---|
| | | | Pavement Quality Concrete / White Topping (cum) | Bituminous Macadam (cum) | |
| 2019 – 20 | | | | | |
| 2020 – 21 | | | | | |
| 2021 – 22 | | | | | |
| 2022 – 23 | | | | | |
| 2023 – 24 | | | | | |

[1] Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

| Description of Work | Place and State | Contract No. and Date | Name and Address of the Employer | Value of Contract (Rs. Lakh) | Stipulated Period of Completion | Value of Works[2] remaining to be Completed (Rs. Lakh) | Anticipated Date of Completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

[2] Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

| Description of Work | Place and State | Name and Address of the Employer | Estimated Value of Works (Rs. Lakh) | Stipulated Period of Completion | Date when Decision is Expected | Remarks, if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

1.8. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

| Item of Equipment | Requirement[3] | | | Owned and Available | | Remarks |
|---|---|---|---|---|---|---|
| | No. | Capacity | Owned | No. / Capacity | Age / Condition | |
| | | | | | | |

[3] The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

**BANKER'S CERTIFICATE**

This is to certify that M/s._____is a reputed Company with a good Financial Standing. If the Contract for this work, namely_____(name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _____ to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank,
Senior Bank Manger
Address

**Note:** No Change in the above Bank Certificate Format is acceptable.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

| Item of Work | Value of Sub Contract | Identified Sub Contractor (Name and Address) | Experience of Similar Work[4] |
|---|---|---|---|
| | | | |

[4] Attach Certificate from the respective Employers.

a. Information on Litigations in which the Tenderer is involved.

| Other Party (ies) | Employer | Details of Dispute | Amount Involved | Remarks showing Present Status |
|---|---|---|---|---|
| | | | | |

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

## SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

### Form of Tender

Description of the Works: **Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency Under GoK Grants 2023-24.**

To

Executive Engineer
Project Central – 6
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

Dear Sir

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of_____[in figures] (_____) [in letters].[5]

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

[5] To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

## Letter of Acceptance

(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

This is to notify you that your Tender dated_____for execution of the **Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency Under GoK Grants 2023-24, No. EE/PC–6/TEND/03/2024–25, dated: 01-10-2024** for the Contract Price of Rupees(_____) [amount in both Words and Figures], as corrected and modified in Accordance withthe Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT for an amount of Rs._____ within 15 days of the Receipt of this Letter of Acceptance valid upto 30 days from the Date of Expiry of Defects Liability Period i.e. upto_____and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

## Issue of Notice to Proceed with the Work

(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the **Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency under GoK Grants 2023-24** for a Tender Price of Rs. _____. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

## Agreement Form

## Agreement

This Agreement, made on the_____day of 20_, between _____ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and _____ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes **Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency under GoK Grants 2023-24, No. EE/PC–6/TEND/03/2024–25, dated 01-10-2024** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees .

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   i. Letter of Acceptance, Notice to proceed with the Works.
   ii. Contractor's Tender.
   iii. Contract Data.
   iv. Conditions of Contract (including Special Conditions of Contract).
   v. Specifications.
   vi. Drawings.
   vii. Bill of Quantities.
   viii. Minutes of Pre Tender Meeting and
   ix. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said _____

in the Presence of

Binding Signature of Employer _____

Binding Signature of Contractor _____

# SECTION 5: CONDITIONS OF CONTRACT

## Table of Contents


| A. No. | General | Page |
|---|---|---|
| 1. | Definitions | 31 |
| 2. | Interpretation | 32 |
| 3. | Law Governing Contract | 32 |
| 4. | Employer's Decisions | 32 |
| 5. | Delegation | 32 |
| 6. | Communications | 32 |
| 7. | Subcontracting | 32 |
| 8. | Other Contractors | 33 |
| 9. | Personnel | 33 |
| 10. | Employer's and Contractor's Risks | 33 |
| 11. | Employer's Risks | 33 |
| 12. | Contractor's Risks | 33 |
| 13. | Insurance | 33 |
| 14. | Site Investigation Report | 34 |
| 15. | Queries about Contract Data | 34 |
| 16. | Contractor to construct the Works | 34 |
| 17. | The Works to be completed by Intended Completion Date | 34 |
| 18. | Approvals by the Employer | 34 |
| 19. | Safety | 35 |
| 20. | Discoveries | 35 |
| 21. | Possession of the Site | 35 |
| 22. | Access to the Site | 35 |
| 23. | Instructions | 35 |
| 24. | Procedure for Resolution of Disputes | 35 |
| **B.** | **Time Control** | |
| 25. | Program | 36 |
| 26. | Extension of the Intended Completion Date | 36 |
| 27. | Delays ordered by the Employer | 36 |
| 28. | Management Meetings | 36 |

**C. Quality Control**
29. Identifying Defects 36
30. Tests 36
31. Correction of Defects 37
32. Uncorrected Defects 37

**D. Cost Control**
33. Bill of Quantities (BOQ) 37
34. Variations 37
35. Payment for Variations 37
36. Submission of Bills for Payment 38
37. Payments 38
38. Compensation Events 39
39. Tax 39
40. Price Adjustment 39
41. Liquidated Damages 40
42. Advance Payments 40
43. Securities 41
44. Cost of Repairs 41

**E. Finishing of Contract**
45. Completion 41
46. Taking over 41
47. Final Account 41
48. As Built Drawings and / or Operating and Maintenance Manuals 41
49. Termination 41
50. Payment upon Termination 42
51. Property 43
52. Release from Performance 43

**F. Special Conditions of Contract** 43

## Conditions of Contract

### A. General

**1. Definitions**

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

**Bill of Quantities** means the Priced and Completed Bill of Quantities forming part of the Tender.

**Compensation Events** are those defined in Clause 38 hereunder.

The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.

The **Contract Data** defines the Documents and other Information, which comprise the Contract.

The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.

The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.

**Days** are Calendar Days; **Months** are Calendar Months.

A **Defect** is any Part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the Party who will employ the Contractor to carry out the Works.

**Equipment** is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.

**Materials** are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.

**Plant** is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.

The **Site** is the Area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to

carry out a Part of the Work in the Contract which includes Work on the Site.
A **Variation** is an Instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

**2. Interpretation**

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

i. Agreement.
ii. Letter of Acceptance, Notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Bill of Quantities.
ix. Minutes of Pre Tender Meeting and
x. Any other Document listed in the Contract Data as forming Part of the Contract.

**3. Law Governing Contract**

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

**4. Employer's Decisions**

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

**5. Delegation**

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

**6. Communications**

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**7. Sub-contracting**

**Deleted**.

## 8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

## 9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the BBMP from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

## 10. Employer's and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

## 11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

a. Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or
b. A Cause due solely to the Design of the Works, other than the Contractor's Design; or
c. Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor
    i. Could not have reasonably foreseen; or
    ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures.
        - Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
        - Insure against such Loss or Damage.

## 12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

## 13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;
b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the

Contractor's Liability for Damage to the Employer's Property other than the Works and

c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

## 14. Site Investigation Reports

14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any Information available to the Tenderer.

## 15. Queries about the Contract Data

15.1 The Employer will clarify Queries on the Contract Data.

## 16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

## 17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

## 18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

**19. Safety**

19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

**20. Discoveries**

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

**21. Possession of the Site**

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

**22. Access to the Site**

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

**23. Instructions**

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

**24. Procedure for Resolution of Disputes**

24.1 If the Contractor is not satisfied with the Decision taken by the Employer, the Dispute shall be referred by either Party to Arbitration within 30 days of the Notification of the Employer's Decision.

24.2 If neither Party refers the Dispute to Arbitration within the above 30 days, the Employer's Decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated in the Special Conditions of Contract.

## B. Time Control

### 25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

### 26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

### 27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

### 28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

## C. Quality Control

### 29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such Checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

### 30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

## 31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

## 32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

## D. Cost Control

## 33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the Quantity of the Work done at the Rate in the BOQ for each Item.

## 34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the Progress of the Work by him.

a. Increase or decrease of any Item of Work included in the Bill of Quantities (BOQ).
b. Omit any Item of Work.
c. Change the Character or Quality or Kind of any Item of Work.
d. Change the Levels, Lines, Positions, Locations and Dimensions of any Part of the Work.
e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and
f. Change in any Specified Sequence, Methods or Timing of Construction of any Part of the Work.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 15 days of Request, it shall be deemed to be an Order in Writing by the Employer.

## 35. Payments for Variations

35.1 Payment for Increase in the Quantities of an Item in the BOQ upto 25% of that provided in the Bill of Quantities shall be made at the Rates quoted by the Contractor.

35.2 For Quantities in Excess of 125% of the Tendered Quantity of an Item as given in the BOQ, the

Contractor shall be paid at the Rate entered in or derived from the Schedule of Rates (applicable for the Area of the Work and Current at the Time of Award of Contract) plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.3 If there is no Rate for the Additional, Substituted or Altered Item of the Work in the BOQ, Efforts would be made to derive the Rates from those given in the BOQ or the Schedule of Rates (Applicable for the Area of the Work and Current at the Time of Award of Contract) and if found Feasible, the Payment would be made at the Derived Rate for the Item plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.4 If the Rates for Additional, Substituted or Altered Item of Work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his Quotation for the Items supported by Analysis of the Rate or Rates claimed, within 7 days.

35.5 If the Contractor's Quotation is determined Unreasonable, the Employer may order the Variation and make a Change to the Contract Price which shall be based on Employer's own Forecast of the Effects of the Variation on the Contractor's Costs.

35.6 If the Employer decides that the Urgency of Varying the Work would prevent a Quotation being given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no Circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of Rates for Items falling under this Clause.

## 36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

## 37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 60 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

## 38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon Work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer's Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer's own Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

## 39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other Taxes including GST that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such Duties in regard to the Deduction of such Taxes at Source as per Applicable Law.

## 40. Price Adjustment

40.1 Contract Price shall be adjusted for increase or decrease in rates and Prices of Labour, Materials, Fuels and Lubricants in accordance with the following Principles and Procedures and as per the Formulae given in the Contract Data.

a. The Price Adjustment shall apply for the Work done from the Date of Commencement upto the End of Original Period of Completion or Extensions granted by the Employer and shall not apply to Work carried out beyond the Stipulated Period of Completion for Reasons attributable to the Contractor.
b. Price Adjustment shall be admissible from the Date of Opening of Tenders (Original or Extended).
c. The Price Adjustment shall be determined during each quarter from the Formulae

given in Contract Data.

d. Following Expressions and Meanings are assigned to the Work done during the quarter.

R = Total Value of Work done during the quarter. It will exclude Value for Works executed under Variations for which Price Adjustment (if any) will be worked out separately based on the Terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Provisions of this or other Clauses in the Contract, the Unit Rates included in the Contract shall be deemed to include Amounts to cover the Contingency of such other rise or fall in costs.

## 41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

## 42. Advance Payments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a Form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 The Contractor is to use the Advance Payment only to pay for Mobilization Expenses required specifically for Execution of the Works. The Contractor shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents to the Employer.

42.3 The Advance Payment shall be repaid by Deducting Proportionate Amounts from Payments otherwise due to the Contractor, following the Schedule of Completed Percentages of the Works on a Payment Basis. No account shall be taken of the Advance Payment or its Repayment in assessing Valuation of the Work done, Variations, Price Adjustments, Compensation Events or Liquidated Damages.

## 43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

## 44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

## E. Finishing the Contract

## 45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

## 46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

## 47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

## 48. As Built Drawings and / or Operating and Maintenance Manuals

48.1 If "As Built" Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

## 49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the

Current Program and the Stoppage has not been authorized by the Employer.

b. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
d. The Contractor does not maintain a Security which is required.
e. The Contractor has delayed the Completion of Works by the Number of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
f. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice**" means the Offering, Giving, Receiving or Soliciting of anything of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

## 50. Payment upon Termination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate, Less other Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

**51. Property**

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

**52. Release from Performance**

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

## F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the Contractor.

**1. Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

**2. Compliance with Labour Regulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

**3. Protection of Environment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

**4. Possession of the Site**

The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

5. The Tender Documents uploaded in the Karnataka Public Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference toGeneral Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. The Work shall not be subcontracted.

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is

bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

12. Within fifteen days from the Date of Signing the Agreement and before Commencement of the Work, the Contractor shall submit the following Details / Documents to the Employer for his Approval.

a. Time and Progress Chart in direct relation to the Intended Completion Period along with Milestones as stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

b. **Mapping of Existing Utilities**:
The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shall be got approved by all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer.

c. Topographical Survey shall be carried out and Topographical Survey Plan along with Levels and Sections (as per the MoRT&H Specifications) of the Project Roads mentioned under the Package shall be submitted both in Hard and Soft Copy by the Contractor.

d. Traffic Diversion Plan in accordance with the Traffic Department shall be submitted for the Approval before Commencement of the Work.

e. After Approval of the Traffic Diversion Plan by the Concerned Authorities, Notification and Diversion Display Boards of Dimensions 1.8m X 1.6m (at 2.8m height from the Ground Level) of minimum 8 Nos. in the Project Battery Limit shall be installed before Commencement of the Work by the Contractor.

f. The Contractor shall submit the required Mix Design Reports for Pavement Quality Concrete, Bituminous Materials and Concrete of other Grades before Commencement of the Work for the Approval of the Chief Engineer. Further, the Contractor shall submit necessary Quality Control Reports from the Manufactures / Third Party for other Materials before using the same in the Work.

g. On Award of the Work, the Contractor shall demonstrate Execution of White Topping for a length of 50m with the Pavers, which are to be deployed in the Work by the Contractor, and shall prove Quality by conducting necessary Quality Control Tests, Workmanship of

his Works as per the required Specifications / Standards of relevant IRC / BIS. Any Improvements required with respect to the Quality, Workmanship and Speed of Execution of the Work as decided by the Employer, such Modifications shall be carried out by the Contractor for Execution of the Work. The Decision of the Employer / Employer's Representatives in this regard shall be final and the Contractor shall abide by the same.

13. The Contractor shall prepare and submit the Working Drawings / Good for Construction Drawings along with the required Survey / Investigation Reports to the Employer and get approval for the same by the Employer at Contractor's own risk and cost before Commencement of the Work. The Employer will approve the Drawings within 10 Working Days from the Date of Submission of the Drawings by the Contractor

On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

14. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

**15. Progress of Work**

The Contractor shall give the Employer on the 4$^{th}$ Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

**16. Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

**17. Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

11. **Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the

Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

**19. Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

20. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

21. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

22. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

23. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

**24. Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 1000/-** per Day for each day of Delay from

the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

| | | |
|---|---|---|
| i. | IS: 3696 (Part I) – 1966 | Safety Code for Scaffolds and Ladders |
| ii. | IS: 3696 (Part II) – 1966 | Safety Code for Scaffolds and Ladders, Part II Ladders |
| iii. | IS: 3764 – 1966 | Safety Code for Excavation Work |
| iv. | IS 4081 – 1967 | Safety Code for Blasting and Drilling Operations |
| v. | IS: 4138 – 1977 | Safety Code for Working in Compressed Air |
| vi. | IS: 5121 | Safety Code for Piling and other Deep Foundations |
| vii. | IS: 5916 – 1970 | Safety Code for Construction involving Use of Hot Bituminous Materials |
| viii. | IS: 7293 – 1974 | Safety Code for Working with Construction Machinery |
| ix. | IS: 7969 –1975 | Safety Code for Storage and Handling of Building Materials |
| x. | Any other Code and / or as per directions of the Employer. | |

25. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

26. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

**27. No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the

Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

**28. Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor is required to work in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

29. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

30. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

31. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

32. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

33. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any

other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

34. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

35 The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

36. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

37. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

38. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

**39. Arbitration (Clause 24)**

39.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure).
b. Arbitration Proceedings shall be held at Bengaluru, Karnataka State.
c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

**40. Quality Control Tests**

The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

40. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

## 42. Existing Services / Utility Lines

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services.

## 43. Interference with Traffic and Adjoining Properties

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
   i. The Convenience of the public, or
   ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.

d. Further the Contractor is liable to follow the rules and regulation stipulated by the traffic department without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Contractor will be held responsible.

e. The Contractor shall provide Skilled Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.

f. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

## 44. Protection of the White Topped Surface

The Contractor shall cover and protect the White Topped Surface till the Final Setting of the Concrete against Rain; Leaves, Branches, Twigs of Trees; Footprints of Human beings / Animals, etc. The Contractor shall be held fully responsible for any lapses in this regard. The Contractor has to remove such defective work at his own risk and cost and redo the defective work.

- **Concrete**

The Contractor shall obtain Pavement Quality Concrete only from the Ready Mix Concrete (RMC) Plants established by the Reputed Cement Manufacturers. The List of these Reputed Cement Manufacturers shall be approved by the concerned Chief Engineer. Further, the Contractor shall enter into a Memorandum of Understanding (MoU) with the Approved Supplier by stating that the Supplier will be supplying the RMC to the Contractor on time as

per the Requirements and this MoU shall be a part of the Contract Agreement.

Alternatively, the Contractor shall install his own Batch Mix Plant of Capacity minimum 300 cum / day. Further, Installation Details such as Location, Equipment and Accessory Details, Capacity, etc. shall be approved by the concerned Chief Engineer prior to installation.

The Design Mix of Concrete in both the cases shall be approved by the concerned Chief Engineer.

**46 Heavy Duty Cobble Stone**

The Concrete Grade of Heavy Duty Cobble Stone proposed shall not be less than M40 and each Stone shall be provided with 3 dimension locking system.

**47** . The Maintenance of the Roads handed over to the Contractor for White Topping is the sole responsibility of the Contractor. He shall ensure that the Pavement Layers are maintained in the Motorable Conditions without any Potholes from the Day of Issue of Notice to proceed with the Work. If the Contractor fails to maintain the Road, the Contractor will be liable to pay Penalty of Rs. 10000/- per pothole per day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the

**48** Third party inspection will be conducted for the work at regular intervals. The Agency shall extend support for such inspections. The rates to Quoted shall be inclusive of support required for such inspection.

**Annexure:**

## LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works.

## SECTION 6: CONTRACT DATA

**Items marked "N/A" do not apply in this Contract.**

The following documents are also part of the Contract:

**Clause Reference**

1.1 The Employer: **The Chief Commissioner**
Address: **Bruhat Bengaluru Mahanagara Palike**
**N. R. Square**
**Bengaluru – 560 002**

Name of Authorized Representative: **Executive Engineer**
**Project Central – 6**
**Bruhat Bengaluru Mahanagara Palike**
**N. R. Square, Bengaluru – 560 002**

1.1 The Name and Identification Number of the Contract:
**Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency under GoK Grants 2023-24, No. EE/PC–6/TEND/03/2024–25, dated 01-10-2024.**

The Work consists of Desilting of Roadside Drains; Refixing / Fixing of Drain Cover Slabs; Refixing / Fixing of Kerb Stones; Construction of Buffer Zone; Construction of New Cast – in – Situ Median; Construction of New Roadside Drain; Laying of Utility Ducts along Footpath; Construction of New Footpath; Construction of Manholes and Cross Utility Ducts; Milling of Existing Bituminous Surface; Providing and Laying of Bituminous Macadam for Filling of Potholes, Cracks, etc. and for Profile Correction as well; Providing and Laying of White Topping; Painting of Kerb Stones, Median; Lane Marking; Proving and Fixing of Traffic Signs; Improvements to Cross Roads; Electrical Works such as Street Lighting; etc. and Maintenance of all the Infrastructural Facilities developed for a Defect Liability Period of 5 years.

1.1 The Start Date shall be **Date of Issue of Notice to Proceed with the Work**.

1.1 The Sites are located **along Reaches as detailed out in enclosed Key Maps**.

2.2 The following Documents also form part of the Contract: **N / A**

13. Insurance requirements are as under:

| Sl. No. | Type of Cover | Minimum Cover for Insurance for 12 months |
|---|---|---|
| i. | Works and of Plant and Materials | The Sum stated in the Agreement plus 20% |
| ii. | Loss or damage to equipment | Full Replacement Cost |
| iii. | Loss or damage to property of Third Party | Full Replacement Cost |
| iv. | Personal Injury or Death Insurance<br>a. for Third Party<br><br>b. for Contractor's Employees or Labour | <br>Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each.<br>In accordance with the Statutory Requirements Applicable to Karnataka. |

17. 26. The Intended Completion Date for the whole of the Works: **11 Months from the Start Date including monsoon with the following Milestones.**

| Milestone | Physical Work in percentage (%) to be completed (Cumulative) | Period from the Date of Issue of Notice to proceed with the Work |
|---|---|---|
| Milestone 1 | 10% | 1/5th of Period of Completion |
| Milestone 2 | 35% | 2/5th of Period of Completion |
| Milestone 3 | 60% | 3/5th of Period of Completion |
| Milestone 4 | 80% | 4/5th of Period of Completion |
| Milestone 5 | 100% | Final Period of Completion |

21. The Site Possession Date: **Immediately after the Issue of Work Order**.

21.1 The Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: **within 10 days from the Date of Signing the Agreement**.

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**

25. The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**

31. The Defects Liability Period is **60 Months, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Physical Completion Certificate by the Competent Authority**.

## 40. Price Adjustment Formula:

R = Value of Work as defined in Clause 40.1 of Conditions of Contract.

**Adjustment for Labour Component**

i. Price Adjustment for increase or decrease in the Cost due to Labour shall be paid in accordance with the following Formula.

VL = 0.85 X PL / 100 X R X (Li – Lo) / Lo

Where

VL = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in Rates for Local Labour

Lo = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter preceding the Date of Opening of Tenders as published by the Labour Bureau, Ministry of Labour, Government of India

Li = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

PL = Percentage of Labour Component of the Work

**Adjustment for Cement Component**

ii. Price Adjustment for Increase or Decrease in the Cost of Cement Component procured by the Contractor shall be paid in accordance with the following Formula.

VC = 0.85 X PC / 100 X R X (Ci – Co) / Co

Where

VC = Increase or Decrease in the Cost of the Work during the Quarter under consideration due to Changes in the Rates for Cement

Co = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter preceding the Date of Opening of the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Ci = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PC = Percentage of Cement Component of the Work

**Adjustment for Steel Component**

iii. Price Adjustment for Increase or Decrease in the Cost of Steel procured by the Contractor shall be paid in accordance with the following Formula.

VS = 0.85 X PS / 100 X R X (Si – So) / So

Where

VS = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Steel

So = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter preceding the Date of Opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Si = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PS = Percentage of Steel Component of the Work

**Adjustment of Bitumen Component**

iv. Price Adjustment for Increase or Decrease in the Cost of Bitumen shall be paid in accordance with the following Formula.

VB = 0.85 X PB / 100 X R X (Bi – Bo) / Bo

Where

VB = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rate for Bitumen.

Bo = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka on the day 30 days prior to the Date of Opening of Bids.

Bi = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

PB = Percentage of Bitumen Component of the Work.

**Adjustment of Fuel and Lubricant Component:**

v. Price Adjustment for Increase or Decrease in the Cost of Fuel and Lubricants shall be paid in accordance with the following Formula.

VF = 0.85 X PF / 100 X R X (Fi – Fo) / Fo

Where

VF = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Fuel and Lubricants.

Fo = The Official Retail Price of High Speed Diesel (HSD) at the IOC / HPCL / BPL or Consumer Pump at Bangalore on the day 30 days prior to the Date of Opening of Bids.

Fi = The Official Retail Price of HSD at the IOC / HPCL / BPL or Consumer Pump at Bangalore for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

PF = Percentage of Fuel and Lubricant Component of the Work.

**Note: For the Application of this Clause the Price of HSD has been chosen to represent Fuel and Lubricant Group.**

**Adjustment for Plant and Machinery Spares Component:**

vi. Price Adjustment for Increase or Decrease in the Cost of Plant and Machinery Spares procured by the Contractor shall be paid in accordance with the following Formula.

VP = 0.85 X PP / 100 X R X (Pi – Po) / Po

Where

VP = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Plant and Machinery Spares.

Po = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter preceding the Date of Opening of Bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Pi = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PP = Percentage of Plant and Machinery Spares Component of the Work.

**Note: For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares Group.**

**Adjustment for Other Materials:**

vii. Price Adjustment for Increase or Decrease in the Cost of other Materials other than Cement, Steel, Bitumen, Fuel and Lubricants procured by the Contractor shall be paid in accordance with the following Formula.

VM = 0.85 X PM / 100 X R X (Mi – Mo) / Mo

Where

VM = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Local Materials other than Cement, Steel, Bitumen, Fuel and Lubricants.

Mo = The All India Average Wholesale Price Index for all Commodities for the Quarter preceding the Date of Opening of Bids as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Mi = The All India Average Wholesale Price Index for all Commodities for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PM = Percentage of other Material Component (Other than Cement, Steel, Bitumen, Fuel and Lubricants) of the Work.

The following Percentages will govern the Price Adjustment for the entire Contract:

1. Labour – PL – 20.00
2. Cement – PC – 11.50
3. Steel – PS – 6.30
4. Bitumen – PB – 2.30
5. Fuel and Lubricants – PF – 5.00
6. Plant and Machinery Spares – PP 13.40
7. Other materials – PM – 41.50

**TOTAL 100.0 %**

**41.** The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract Price** per day.

**41.** The Maximum Amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

42. The Amounts of the Advance Payment are

| Nature of Advance | Amount (Rs.) | Conditions to be fulfilled |
|---|---|---|
| 1. Mobilization | 5% of the Contract Price | On submission of Unconditional Bank Guarantee. (To be drawn before end of 20% of Contract Period). |

(The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of the above Conditions).

42. **Repayment of Advance Payment for Mobilization**
The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price and shall be made at the Rate of 7.5% of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid, always provided that the Loan shall be completely repaid prior to the Expiry of the Original Time for Completion pursuant to Clauses 17 and 26.

48. The Date by which "As Built Drawings" (in scale **1:100**) in 3 sets are required is within **30 days** of Issue of Certificate of Completion.

48. The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 100000/-**.

49.2 The following Events shall also be Fundamental Breach of the Contract.
**1. The Contractor has contravened Clauses 7 and 9 of CC.**

50.1 The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be **30%**.

## SECTION 7: Specifications

**For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRT&H shall be referred to**.
**(Main work WHITE Topping code IRC SP-76-2015 is enclosed & other standard codes applicable to be referred).**

## SECTION 8: Drawings

**Drawings are uploaded in the Karnataka Public Procurement Portal.**

## SECTION 9: Financial Bid

**Financial Bid (Bill of Quantities) is uploaded in the Karnataka Public Procurement Portal.**

**Note to Bill of Quantities:**

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).

2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.

3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern
   [Refer ITT Clause 24.1(a)].

4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

## SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:_____[Name of Employer]
_____[Address of Employer]

WHEREAS_____[Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____dated_____to execute _____[name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____[Amount of Guarantee][7] Rupees_____[in Words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____[Amount of Guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of the Defects Liability Period.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[7] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
[8] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price

specified in the Contract.

## SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

Chief Commissioner
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

In accordance with your **Tender No. EE/PC–6/TEND/03/2024–25, dated 01-10-2024** for the Work of **Comprehensive Development of Selected Roads by Providing White Topping in Gandhi Nagar Constituency under GoK Grants 2023-24**, (hereinafter called "the Tender"), M/s. _____one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs._____(Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we,_____(Name of Bank) of _____ (Name of Country) having our Registered Office at_____(hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this_____day of_____2024.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
   a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
   b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the

Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including_____(Date) i.e. 135 (one hundred and Thirty Five) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____

Signature of the Bank _____
Seal of the Bank _____

Signature of the Witness _____

Name and Address of the Witness _____